

<i>SERFF Tracking Number:</i>	<i>HART-125489060</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FF.13.001.2008.02</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability Technology - Life Sciences</i>		
<i>Project Name/Number:</i>	<i>Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02</i>		

Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: HART-125489060 State: Arkansas
Technology - Life Sciences

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: FF.13.001.2008.02 State Status: Fees verified and received

Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Disposition Date: 03/13/2008

Authors: Jane Croucher, Joyce Driscoll, Claire Dubord, Marilu Gonzalez

Date Submitted: 02/22/2008 Disposition Status: Approved

Effective Date Requested (New): 07/12/2008 Effective Date (New):

Effective Date Requested (Renewal): 07/12/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Revised Form HC 24 63 03 08 Restriction Of Coverage Status of Filing in Domicile: Pending

Project Number: FF.13.001.2008.02 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 03/13/2008

State Status Changed: 03/13/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Other Liability - Commercial General Liability

Technology - Life Sciences

SERFF Tracking Number: HART-125489060 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability Technology - Life Sciences
Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Revised Form HC 24 63 03 08 Restriction Of Coverage

This form has been revised to include the following changes:

Editorial changes with no change in coverage intent

Coverage Broadenings:

Added exceptions to prevent two exclusions from applying to the use of defibrillators for medical emergencies

Deleted limitation provisions # 3, Contractual Liability and # 4, Amendment Of Other Insurance Condition

Company and Contact

Filing Contact Information

Marilu Gonzalez, Administrative Assistant

Hartford Plaza HO-2-19

(860) 547-3471 [Phone]

Hartford, CT 06115

(860) 547-4849[FAX]

Filing Company Information

Hartford Casualty Insurance Company

CoCode: 29424

State of Domicile: Indiana

Hartford Plaza

Group Code: 91

Company Type: Property

Hartford, CT 06115

Group Name:

State ID Number:

(860) 547-5000 ext. [Phone]

FEIN Number: 06-0294398

Hartford Insurance Company of the Midwest

CoCode: 37478

State of Domicile: Indiana

Hartford Plaza

Group Code: 91

Company Type: Property

Hartford, CT 06115

Group Name:

State ID Number:

(860) 547-5000 ext. [Phone]

FEIN Number: 06-1008026

Hartford Underwriters Insurance Company

CoCode: 30104

State of Domicile: Connecticut

Hartford Plaza

Group Code: 91

Company Type: Property

Hartford, CT 06115

Group Name:

State ID Number:

(860) 547-5000 ext. [Phone]

FEIN Number: 06-1222527

Property and Casualty Insurance Company of

CoCode: 34690

State of Domicile: Indiana

Hartford

Group Code: 91

Company Type: Property

Hartford Plaza

Group Name:

State ID Number:

Hartford, CT 06115

SERFF Tracking Number: HART-125489060 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability Technology - Life Sciences
Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

(860) 547-5000 ext. [Phone]

FEIN Number: 06-1276326

Twin City Fire Insurance Company

CoCode: 29459

State of Domicile: Indiana

Hartford Plaza

Group Code: 91

Company Type: Property

Hartford, CT 06115

Group Name:

State ID Number:

(860) 547-5000 ext. [Phone]

FEIN Number: 06-0732738

Hartford Accident and Indemnity Company

CoCode: 22357

State of Domicile: Connecticut

690 Asylum Ave

Group Code: 91

Company Type: Property

Hartford, CT 06115

Group Name:

State ID Number:

(860) 547-5000 ext. [Phone]

FEIN Number: 06-0383030

Hartford Fire Insurance Company

CoCode: 19682

State of Domicile: Connecticut

Hartford Plaza

Group Code: 91

Company Type:

690 Asylum Avenue

Group Name:

State ID Number:

Hartford, CT 06115

FEIN Number: 06-0383750

(860) 547-5000 ext. [Phone]

SERFF Tracking Number: HART-125489060 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FF.13.001.2008.02

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability Technology - Life Sciences

Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 Flat Fee

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$0.00	02/22/2008	
Hartford Insurance Company of the Midwest	\$0.00	02/22/2008	
Hartford Underwriters Insurance Company	\$0.00	02/22/2008	
Property and Casualty Insurance Company of Hartford	\$0.00	02/22/2008	
Twin City Fire Insurance Company	\$0.00	02/22/2008	
Hartford Accident and Indemnity Company	\$0.00	02/22/2008	
Hartford Fire Insurance Company	\$50.00	02/22/2008	18109639

SERFF Tracking Number: HART-125489060 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability Technology - Life Sciences
Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/13/2008	03/13/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Restriction Of Form Coverage		Jane Croucher	02/29/2008	02/29/2008

SERFF Tracking Number: HART-125489060 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.02
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability Technology - Life Sciences
Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Disposition

Disposition Date: 03/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: HART-125489060 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FF.13.001.2008.02

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability Technology - Life Sciences

Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Side-by-side of Form HC 24 63 03 08	Approved	Yes
Form (revised)	Restriction Of Coverage	Approved	Yes
Form	Restriction Of Coverage	Approved	Yes

SERFF Tracking Number: HART-125489060 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FF.13.001.2008.02

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability Technology - Life Sciences

Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Amendment Letter

Amendment Date:

Submitted Date: 02/29/2008

Comments:

As stated in the Explanatory Memorandum we removed reference to "personal and advertising injury" in the form, however, the form we attached did not reflect this change. Please see the revised form.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Restriction Of Coverage	HC 24 63 03 08		Endorsement/Amendment/Conditions	Replaced	HC 24 63 03 AR-PC-05-06	017227	0	HC 24 63 03 08 Rev.PDF

SERFF Tracking Number: HART-125489060 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FF.13.001.2008.02

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: Commercial General Liability Technology - Life Sciences

Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Restriction Of Coverage	HC 24 63 03 08		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 HC 24 63 03 06 Previous Filing #: AR-PC-05-017227		HC 24 63 03 08 Rev.PDF



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTRICTION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement contains the following restrictions of coverage:

- A. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work**
- B. Health Care Services Exclusion**
- C. Professional Liability Exclusion**

A. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work

This insurance does not apply to injury, damage, loss, cost or expense, including but not limited to "bodily injury" or "property damage" arising out of, included within or in any way related to the "products-completed operations hazard".

For purposes of this exclusion, the definitions of "products-completed operations hazard", "your product" and "your work" in the **Definitions** Section are replaced by the following:

- 1.** "Products-completed operations hazard" includes any injury or damage arising out of or in any way related to:

- a.** "Your product" or "your work", whether or not:

- (1)** Such products or work are on or away from your premises;
- (2)** Possession of such products or work has been relinquished;
- (3)** The product or work is completed or still in progress, or in any stage of trial, design, evaluation, demonstration or testing;
- (4)** Tools, uninstalled equipment or abandoned or unused materials are present on or away from your premises; or

- (5)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit;

- b.** Any trial, design, evaluation, demonstration or testing whether provided by physicians or others including, but not limited to, clinical trials of "your product" or "your work" including, but not limited to the evaluation or testing of drugs, cosmetics, chemical or biological agents, pharmaceuticals, medical devices, surgical devices or dental devices on human, animal or other subjects for any purpose whatsoever;
- c.** An error, omission, defect or deficiency in:
 - (1)** Any test performed; or
 - (2)** Any evaluation, or consultation or advice given by or on behalf of any insured;
- d.** The reporting of or reliance upon any test performed or any evaluation, consultation or advice given by or on behalf of any insured;
- e.** An error, omission, defect or deficiency in experimental data or the interpretation of data; or

- f. Violation of any intellectual property rights, including but not limited to patent, copyright, trademark or service mark, trade name, trade secret or other designation of origin or authenticity in any way related to "your product" or "your work", or the work or product of others.
2. "Your product"
- a. means:
 - (1) Any goods or products, other than real property, designed, tested, studied, evaluated, manufactured, sold, handled, distributed or disposed of by you or on your behalf, including but not limited to:
 - (a) You, whether on your own behalf or on behalf of any others;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; or
 - (2) Containers (other than vehicles), materials parts or equipment furnished in connection with, or in any way related to, any of the foregoing in (1) above.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product";
 - (2) Consultation or advice given at any time with respect to the design, fitness, quality, durability, performance or use of "your product",
 - (3) The providing of or failure to provide warnings or instructions; and
 - (4) Vending machines or other property located for the use of others whether or not sold.
3. "Your work"
- a. means:
 - (1) Work or operations, including but not limited to design, testing, clinical trials, demonstrations, studies or evaluations performed by you or on your behalf;
 - (2) Materials, parts or equipment furnished in connection with any of the foregoing work or operations in (1) above.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work";
 - (2) Consultation or advice given at any time with respect to the design, fitness, quality, durability, performance or use of "your work"; and
 - (3) The providing of or failure to provide warnings or instructions.

B. Health Care Services Exclusion

1. The following exclusion is added to this Coverage Part:

This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to:

- a. Medical, surgical, dental or x-ray service, treatment, products, advice or instruction;
- b. Any health or therapeutic service, treatment, product, advice or instruction;
- c. The furnishing or dispensing of drugs or medical, dental or surgical supplies, products or appliances; or
- d. Use of any medical equipment or medical device whether or not any of the foregoing:
 - (1) Are performed by you or by others; or
 - (2) Arise out of or are in any way related to the "products-completed operations hazard."

2. Incidental Medical Malpractice item 1.e. of the **Insuring Agreement** is deleted from the policy and there is no coverage; and item 2.a.(1)(d) of **Who Is An Insured** is deleted.

Paragraphs 1. and 2. of this exclusion do not apply to the use of defibrillators in the course of providing first aid services, including cardiopulmonary resuscitation, during a medical emergency and for which no remuneration is demanded or received.

C. Professional Liability Exclusion

1. This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the actual or alleged rendering of or failure to render any "professional services" or ancillary support services.

The rendering of "professional services" includes, but is not limited to:

- a. All "administrative, ministerial or supervised" activity, directly or indirectly related to the "professional service"; and
 - b. All equipment directly or indirectly related to or involved with the performance of the specific professional service.
2. This exclusion applies whether or not the "professional services" involve:
- a. Any insured;
 - b. Any person or organization for which any insured is legally responsible; or
 - c. Liability assumed by any insured under any contract or agreement and applies whether or not:
 - (1) Remuneration is received; or
 - (2) Such services are directly, indirectly, incidentally, or not at all related to the "products completed operations hazard" or any other operations or activities.

3. This exclusion does not apply to the use of defibrillators in the course of providing first aid services, including cardiopulmonary resuscitation, during a medical emergency and for which no remuneration is demanded or received.

4. As used in this exclusion:

- a. "Professional services" means any service, including advice or consultation, which requires, on the part of the person rendering the service, specialized learning, skill, training, licensing or certification, or any service or practice that is controlled by the jurisdiction in which it is practiced or by a professional association; and
- b. "Administrative, ministerial or supervised" activity includes, but is not limited to identifying, labeling, typing, mailing or matching of results or reports.

<i>SERFF Tracking Number:</i>	<i>HART-125489060</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FF.13.001.2008.02</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability Technology - Life Sciences</i>		
<i>Project Name/Number:</i>	<i>Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125489060 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.02
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability Technology - Life Sciences
 Project Name/Number: Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Approved** 03/13/2008

Comments:

Attached please find the Uniform Transmittal Document and the Form Filing Schedule.

Attachments:

AR PC TD-1 .pdf
 AR PC-FFS-1.pdf

Review Status:
Satisfied -Name: Explanatory Memorandum **Approved** 03/13/2008

Comments:

Attached is the Explanatory Memorandum.

Attachment:

HC246308 em CW version.pdf

Review Status:
Satisfied -Name: Side-by-side of Form HC 24 63 03 08 **Approved** 03/13/2008

Comments:

Attached is the side-by-side comparison of Form HC 24 63 03 08.

Attachment:

HC2463 side-by-side 06 versus 08.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only


2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

5. Company Tracking Number	FF.13.001.2008.02
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jane Croucher				
	Hartford Plaza, Hartford, CT 06115		860-547-3175	860-547-4849	jane.croucher@TheHartford.com
7. Signature of authorized filer					
8. Please print name of authorized filer			Jane Croucher		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0000
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Technology - Life Sciences
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 7/12/08 Renewal: 7/12/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	February 22, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—**ALABAMA**

20.	This filing transmittal is part of Company Tracking #	FF.13.001.2008.02
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
<p>Other Liability - Commercial General Liability Technology - Life Sciences Revised Form HC 24 63 03 08 Restriction Of Coverage replaces HC 24 63 03 06. This revision includes the following changes and coverage impacts:</p> <ul style="list-style-type: none"> • Editorial changes with no change in coverage intent: • Coverage Broadenings <ul style="list-style-type: none"> ◦ Added exceptions to prevent two exclusion from applying to the use of defibrillators for medical emergencies ◦ Deleted limitation provisions # 3, Contractual Liability and # 4, Amendment Of Other Insurance Condition 	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: EFT Amount: \$50.00</p> <p style="text-align: center;">\$50.00 flat fee</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		FF.13.001.2008.02		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Restriction Of Coverage	HC 24 63 03 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 24 63 03 06	AR-PD-05-017227
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**COMMERCIAL GENERAL LIABILITY
TECHNOLOGY - LIFE SCIENCES**
Our Company Filing Number: FF.13.001.2008.02

ABOUT THIS FILING

We are filing the following revised multistate form used with certain risks in the Life Science industry sector.

HC 24 63 03 08 - Restriction Of Coverage

SUMMARY OF CHANGES

These revisions include the following changes and coverage impacts:

- Editorial changes with no change in coverage intent:
- Coverage Broadenings
 - Added exceptions to prevent two exclusions from applying to the use of defibrillators for medical emergencies
 - Deleted limitation provisions # 3, Contractual Liability and # 4, Amendment Of Other Insurance Condition

BACKGROUND

Form **HC 24 63** was intended to be mandatory when used with the following classifications:

Drug Mfr. – No products or errors or omissions 32105

Medical Device or Equipment Mfg – No products or errors or omissions 34005

Classifications 32105 and 34005 are used only when coverage for both the products-completed operations hazard and professional errors or omissions are to be excluded. Endorsement **HC 24 63** was designed to be a "firewall" against claims arising out of these two exposures.

EXPLANATION OF CHANGES

We believe the revised form continues to accomplish the original design intent.

In addition to a few minor editorial changes, the following substantive changes were made to this form.

Provision of HC 24 63	Change in 24 63	Impact of Change
1. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work	Removed reference to "personal and advertising".	As the intent of this provision relates only to Coverage A, there is no change in coverage
2. Health Care Services Exclusion	Added an exception so that the exclusion cannot be used to exclude emergency use of defibrillators.	Broadens coverage.
3. Contractual Liability Limitation	Deleted provision	Broadens coverage.
4. Amendment Of Other Insurance Condition	Deleted provision	Broadens coverage
5. Professional Liability Exclusion	Added an exception so that the exclusion can not be used to exclude the emergency use of defibrillators.	Broadens coverage.

FORMS

Old		New	
Form #	Title	Form #	Title
HC 24 63 03 06	Restriction of Coverage	HC 24 63 03 08	Restriction of Coverage



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTRICTION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement contains the following restrictions of coverage:

- A. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work**
- B. Health Care Services Exclusion**

Contractual Liability Limitation

Amendment of Other Insurance Condition

- Professional Liability Exclusion**

4

- A. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work**

a.—This insurance does not apply to injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, included within or in any way related to the "products-completed operations hazard".

b.—For purposes of ~~the~~**this** exclusion ~~in a.~~**above**, the ~~definition~~**definitions** of "products-completed operations hazard" ~~is deleted~~, "your product" and "your work" in the **Definitions Section** are replaced by the following:

- 1.** "Products-completed operations hazard" includes any injury or damage arising out of or in any way related to:

(1)-a. "Your product" or "your work", whether or not:

(a1) Such products or work are on or away from your premises;

(b2) Possession of such products or work has been relinquished;

(c3) The product or work is completed or still in progress, or in any stage of trial, design, evaluation, demonstration or testing;

(d4) Tools, uninstalled

equipment or abandoned or unused materials are present on or away from your premises; or

(e5) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit;

(2)-b. Any trial, design, evaluation, demonstration or testing whether provided by physicians or others including, but not limited to, clinical trials of "your product" or "your work" including, but not limited to the evaluation or testing of drugs, cosmetics, chemical or biological agents, pharmaceuticals, medical devices, surgical devices or dental devices on human, animal or other subjects for any purpose whatsoever;

(3)-c. An error, omission, defect or deficiency in:

(a1) Any test performed; or

(b2) Any evaluation, or consultation or advice given by or on behalf of any insured;

(4)-d. The reporting of or reliance upon any test performed or any evaluation, consultation or advice given by or on

behalf of any insured;

~~(5)~~ **e.** An error, omission, defect or deficiency in experimental data or the interpretation of data; or

~~(6)~~ **f.** Violation of any intellectual property rights, including but not limited to patent, copyright, trademark or service mark, trade name, trade secret or other designation of origin or authenticity in any way related to "your product" or "your work", or the work or product of others.

~~c. The definition of "your product" is deleted and replaced by the following.~~

2. "Your product"

a. means:

(1) Any goods or products, other than real property, designed, tested, studied, evaluated, manufactured, sold, handled, distributed or disposed of by you or on your behalf, including but not limited to:

(a) You, whether on your own behalf or on behalf of any others;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; or

(2) Containers (other than vehicles), materials parts or equipment furnished in connection with, or in any way related to, any of the foregoing in **(1)** above.

~~"Your product" includes:~~

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product";

(2) Consultation or advice given at any time with respect to the design, fitness, quality, durability, performance or use of "your product";

(3) The providing of or failure to provide warnings or instructions; and

(4) Vending machines or other property located for the use of others

whether or not sold.

~~d. The definition of "your work" is deleted and replaced by the following:~~

3. "Your work"

a. means:

(1) Work or operations, including but not limited to design, testing, clinical trials, demonstrations, studies or evaluations performed by you or on your behalf;

(2) Materials, parts or equipment furnished in connection with any of the foregoing work or operations in **(1)** above.

~~"Your work" includes:~~

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work";

(2) Consultation or advice given at any time with respect to the design, fitness, quality, durability, performance or use of "your work"; and

(3) The providing of or failure to provide warnings or instructions.

2B. Health Care Services Exclusion

a1. The following exclusion is added to this ~~coverage part~~ **Coverage Part**:

This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to:

~~(1)~~ **a.** Medical, surgical, dental or x-ray service, treatment, products, advice or instruction;

~~(2)~~ **b.** Any health or therapeutic service, treatment, product, advice or instruction;

~~(3)~~ **c.** The furnishing or dispensing of drugs or medical, dental or surgical supplies, products or appliances; or

~~(4)~~ **d.** Use of any medical equipment or medical device whether or not any of the foregoing:

~~(a1)~~ Are performed by you or by others; or

~~(b2)~~ Arise out of or are in any way related to the "products-

completed operations hazard."

- b.2.** Incidental Medical Malpractice item **1.e.** of the **Insuring Agreement** is deleted from the policy and there is no coverage; and item **2.a.(1)(d)** of **Who Is An Insured** is deleted. Paragraphs **1. and 2.** of this exclusion do not apply to the use of defibrillators in the course of providing first aid services, including cardiopulmonary resuscitation, during a medical emergency and for which no remuneration is demanded or received.

3. Contractual Liability Limitation

~~The definition of "insured contract" is deleted and replaced by the following:~~

~~"Insured contract" means:~~

- ~~a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";~~
- ~~b. A sidetrack agreement;~~
- ~~c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;~~
- ~~d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or~~
- ~~e. An elevator maintenance agreement.~~

4. Amendment of Other Insurance Condition

~~The Other Insurance Condition is deleted and replaced by the following:~~

~~If any claim or "suit" ordinarily covered under the terms and conditions of this insurance or any endorsement thereto is covered under other insurance (other than insurance designed or intended specifically to apply in excess of this insurance), then this insurance does not apply to such claim or "suit", whether or not the other insurance is valid, in force, or collectible.~~

5C. Professional Liability Exclusion

- 1.** This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the

actual or alleged rendering of or failure to render any "professional services" or ancillary support services.

The rendering of "professional services" includes, but is not limited to:

- a.** All "administrative, ministerial or supervised" activity, directly or indirectly related to the "professional service"; and
- b.** All equipment directly or indirectly related to or involved with the performance of the specific professional service.

- 2.** This exclusion applies whether or not the "professional services" involve:

~~(1)a.~~ Any insured;

~~(2)b.~~ Any person or organization for which any insured is legally responsible; or

~~(3)c.~~ Liability assumed by any insured under any contract or agreement and applies whether or not:

~~(1)~~ Remuneration is received; or

~~(2)~~ Such services are directly, indirectly, incidentally, or not at all related to the "products completed operations hazard" or any other operations or activities.

- 3.** This exclusion does not apply to the use of defibrillators in the course of providing first aid services, including cardiopulmonary resuscitation, during a medical emergency and for which no remuneration is demanded or received.

- 4.** As used in this exclusion:

a. "Professional services" means any service, including advice or consultation, which requires, on the part of the person rendering the service, specialized learning, skill, training, licensing or certification, or any service or practice that is controlled by the jurisdiction in which it is practiced or by a professional association; and

b. "Administrative, ministerial or supervised" activity includes, but is not limited to identifying, labeling, typing, mailing or matching of results or reports.

<i>SERFF Tracking Number:</i>	<i>HART-125489060</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FF.13.001.2008.02</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>Commercial General Liability Technology - Life Sciences</i>		
<i>Project Name/Number:</i>	<i>Revised Form HC 24 63 03 08 Restriction Of Coverage/FF.13.001.2008.02</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Restriction Of Coverage	02/21/2008	HC 24 63 03 08.PDF



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTRICTION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement contains the following restrictions of coverage:

- A. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work**
- B. Health Care Services Exclusion**
- C. Professional Liability Exclusion**

A. Exclusion and Redefinition of Products-Completed Operations Hazard, Your Product, and Your Work

This insurance does not apply to injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, included within or in any way related to the "products-completed operations hazard".

For purposes of this exclusion, the definitions of "products-completed operations hazard", "your product" and "your work" in the **Definitions** Section are replaced by the following:

- 1.** "Products-completed operations hazard" includes any injury or damage arising out of or in any way related to:

- a.** "Your product" or "your work", whether or not:

- (1)** Such products or work are on or away from your premises;
 - (2)** Possession of such products or work has been relinquished;
 - (3)** The product or work is completed or still in progress, or in any stage of trial, design, evaluation, demonstration or testing;
 - (4)** Tools, uninstalled equipment or abandoned or unused materials are present on or away from your premises; or

- (5)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit;

- b.** Any trial, design, evaluation, demonstration or testing whether provided by physicians or others including, but not limited to, clinical trials of "your product" or "your work" including, but not limited to the evaluation or testing of drugs, cosmetics, chemical or biological agents, pharmaceuticals, medical devices, surgical devices or dental devices on human, animal or other subjects for any purpose whatsoever;
 - c.** An error, omission, defect or deficiency in:
 - (1)** Any test performed; or
 - (2)** Any evaluation, or consultation or advice given by or on behalf of any insured;
 - d.** The reporting of or reliance upon any test performed or any evaluation, consultation or advice given by or on behalf of any insured;
 - e.** An error, omission, defect or deficiency in experimental data or the interpretation of data; or

- f. Violation of any intellectual property rights, including but not limited to patent, copyright, trademark or service mark, trade name, trade secret or other designation of origin or authenticity in any way related to "your product" or "your work", or the work or product of others.
2. "Your product"
 - a. means:
 - (1) Any goods or products, other than real property, designed, tested, studied, evaluated, manufactured, sold, handled, distributed or disposed of by you or on your behalf, including but not limited to:
 - (a) You, whether on your own behalf or on behalf of any others;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; or
 - (2) Containers (other than vehicles), materials parts or equipment furnished in connection with, or in any way related to, any of the foregoing in (1) above.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product";
 - (2) Consultation or advice given at any time with respect to the design, fitness, quality, durability, performance or use of "your product",
 - (3) The providing of or failure to provide warnings or instructions; and
 - (4) Vending machines or other property located for the use of others whether or not sold.
 3. "Your work"
 - a. means:
 - (1) Work or operations, including but not limited to design, testing, clinical trials, demonstrations, studies or evaluations performed by you or on your behalf;
 - (2) Materials, parts or equipment furnished in connection with any of the foregoing work or operations in (1) above.

- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work";
 - (2) Consultation or advice given at any time with respect to the design, fitness, quality, durability, performance or use of "your work"; and
 - (3) The providing of or failure to provide warnings or instructions.

B. Health Care Services Exclusion

1. The following exclusion is added to this Coverage Part:

This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to:

- a. Medical, surgical, dental or x-ray service, treatment, products, advice or instruction;
- b. Any health or therapeutic service, treatment, product, advice or instruction;
- c. The furnishing or dispensing of drugs or medical, dental or surgical supplies, products or appliances; or
- d. Use of any medical equipment or medical device whether or not any of the foregoing:
 - (1) Are performed by you or by others; or
 - (2) Arise out of or are in any way related to the "products-completed operations hazard."

2. Incidental Medical Malpractice item 1.e. of the **Insuring Agreement** is deleted from the policy and there is no coverage; and item 2.a.(1)(d) of **Who Is An Insured** is deleted.

Paragraphs 1. and 2. of this exclusion do not apply to the use of defibrillators in the course of providing first aid services, including cardiopulmonary resuscitation, during a medical emergency and for which no remuneration is demanded or received.

C. Professional Liability Exclusion

1. This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or in any way related to the actual or alleged rendering of or failure to render any "professional services" or ancillary support services.

The rendering of "professional services" includes, but is not limited to:

- a. All "administrative, ministerial or supervised" activity, directly or indirectly related to the "professional service"; and
 - b. All equipment directly or indirectly related to or involved with the performance of the specific professional service.
2. This exclusion applies whether or not the "professional services" involve:
- a. Any insured;
 - b. Any person or organization for which any insured is legally responsible; or
 - c. Liability assumed by any insured under any contract or agreement and applies whether or not:
 - (1) Remuneration is received; or
 - (2) Such services are directly, indirectly, incidentally, or not at all related to the "products completed operations hazard" or any other operations or activities.

3. This exclusion does not apply to the use of defibrillators in the course of providing first aid services, including cardiopulmonary resuscitation, during a medical emergency and for which no remuneration is demanded or received.

4. As used in this exclusion:

- a. "Professional services" means any service, including advice or consultation, which requires, on the part of the person rendering the service, specialized learning, skill, training, licensing or certification, or any service or practice that is controlled by the jurisdiction in which it is practiced or by a professional association; and
- b. "Administrative, ministerial or supervised" activity includes, but is not limited to identifying, labeling, typing, mailing or matching of results or reports.